

## Restaurant Fire Suppression Systems

### TERMS OF SALE & PAYMENT INSTRUCTION

- 1. Prices** - Prices quoted by Stuart Dale Restaurant Fire Suppression Systems Ltd. ("RFSS Ltd") are in Great British Pounds (£Sterling). Subject to *prior* agreement in advance of order, payments can be remitted in US\$ and Euro€. All taxes presently, or hereafter, imposed on the manufacture, sale or delivery of any RFSS product ordered, including any increases of such taxes, shall be charged to the purchaser in addition to the prices herein set forth in RFSS quotations.
- 2. Quotations: Orders** – RFSS quotations contain information upon which the purchaser may base its purchase order to RFSS and quotations automatically expire thirty (30) days from the date of preparation, unless expressly stated otherwise. Orders are subject to acceptance, modification or rejection in the sole discretion of RFSS.
- 3. Default Terms** -: The default term for all sales is Cash Payment by Electronic Transfer with order unless a separate written agreement exists between RFSS and the customer. First-time and new customers must pay 100% with order prior to the order being processed. All deliveries are Ex-Works. Interest, at the lawful maximum rate, will be charged on all past due accounts. RFSS Ltd also accepts payment by secure means such as by confirmed and irrevocable letter of credit drawn on a UK High Street Bank. Payments by Letter of Credit: - shall be Irrevocable and Confirmed on a British High Street Bank, payable at sight. The LC shall stipulate that the customer shall waive all discrepancies. *There shall be an admin fee of £100 levied for all orders paid by LC paid prior to shipment. The LC must be valid for minimum 6 months from opening.*
- 4. Minimum Billing** - RFSS has a minimum charge of £100.00 on all purchase orders processed for shipment.
- 5. Expediting Charges** - RFSS has an expediting charge of £250.00 on all purchase orders received requiring delivery on other than normal RFSS terms.
- 6. Orders** - All purchase orders must be accepted and confirmed in writing by RFSS Ltd to be binding upon RFSS. All purchase orders and contracts are subject to RFSS credit approval and written acceptance. RFSS may, at any time, alter or suspend credit, refuse shipment or cancel unfulfilled orders when, in the opinion of RFSS, the financial condition of the purchaser warrants such action or when the purchaser is delinquent in any payment.

Orders must be submitted with the following printed on the PO:-

- Printed on Company letter headed paper.
  - Application Description.
  - Customer PO Number.
  - RFSS Part Numbers.
  - Item Description.
  - Quantity.
  - Net price per item.
  - The purchasers name and address, email and telephone number.
  - The invoice contact name, address and telephone number.
  - The Consignee contact name, address, telephone number and email address.
  - Country of Final Destination after installation.
  - List of All Required documentation.
  - Minimum Reached Installed Temperature Needed.
  - Delivery Details: Method and Times.
- 7. Shipping & Delivery Schedule** - Shipping and delivery dates are estimates only, based on current conditions and RFSS's ability to secure labour, materials and parts. Where applicable, schedules are estimated from the date that the approved shop drawings are received from the purchaser. Delivery is subject to any and all



Restaurant Fire  
Suppression Systems

requisitions, priorities, allocations, restrictions or controls now, or hereafter, established by any government entity. There shall be no penalty to RFSS for any delay without RFSS's express, written agreement. RFSS shall not be liable for any delay in delivery, nor for failure to complete any order, if such delay or failure is due to fire, strikes or other labour troubles, accidents, transportation delays, shortages of materials or machinery, government action or any other cause beyond the control of RFSS. In the event of any such occurrences, RFSS may, at its election, cancel the order, or any part thereof.

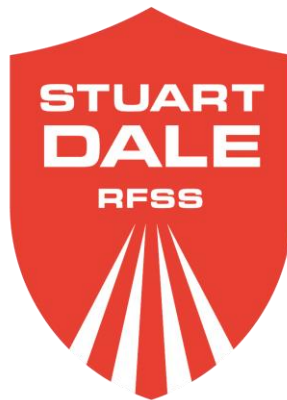
8. **Cancellation** - If an Order is accepted by RFSS and is cancelled by the purchaser, the purchaser shall pay all costs, expenses, losses and damages sustained by RFSS in connection with such termination including administrative and engineering expenses. In addition, the purchaser agrees to pay a £100.00 cancellation charge.
9. **Return of Merchandise** - No RFSS products shall be returned to RFSS without securing a "Return Material Authorisation (RMA)" number. Any material returned for credit must be in "like new" condition, such that it can be restocked and resold. All unused merchandise returned to RFSS shall be subject to a minimum 25% restocking charge.
10. **Shortages or Damages** - Purchaser's claims for shortages in deliveries must be made in writing within ten (10) days after receipt of shipment. Loss or damage to any RFSS product in transit is the sole responsibility of the carrier.
11. **Annunciation of System Activation** - RFSS strongly suggests that all systems be engineered so that any change in status of the system (i.e., system's activation, etc.) will be immediately made known to those who can take positive fire protection action. This may include, but not be limited to; connection of the RFSS system into a building alarm system, connection of the RFSS system to a local annunciation system, operation of a local alarm, connection to a local visual device, or similar. Advising someone that the system has operated so they can take more permanent actions is good "engineering" and therefore strongly suggested.
12. **Governing Law** - The laws of England shall apply to these Terms of Sale and any resulting contract and any dispute or claim arising out of or in connection with their subject matter or in connection with their subject or formation (including non- contractual disputes or claims) and the provisions of the United Nations Convention on Contracts for the Sale of Goods shall not apply. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes or claims arising out of the same (including non-contractual disputes or claims).
13. **Patent Infringement** - If the purchaser's drawings or specifications infringe upon any patent or trademark, RFSS will in no way be responsible for any claims for damages resulting from such infringement.
14. **Handling And/or Transporting Charged Cylinders** - A distributor or any other person must never remove or transport a pressurized cylinder (regardless of high or low pressure) from a bracket or other secure position without safety port plugs and/or safety caps in place. It is your responsibility to ensure that you are completely knowledgeable and trained on the safety procedures for handling and transporting pressurized containers.
15. **Warranty** - The provisions of the RFSS Limited Warranty & Purchaser's Exclusive Remedy are incorporated herein including, without limitation, the requirement that all Products be properly installed by an authorized RFSS Distributor, or a RFSS Factory Trained and certificated person, in complete accordance with the written instructions contained in the instruction manuals, or other data supplied with RFSS Products, and the RFSS Products have not subsequently been modified or altered, unless by and in accordance with the express written instructions from RFSS Ltd. RFSS warranty is void where the systems have not been installed by a factory trained and certified installer of RFSS products. A customer that elects to self-install is a decision taken by themselves under their own risk assessment. Without exception and in all cases when a customer elects to self-install they immediately accept all present and future liability, warranties, risks, performance risks, and the efficacy of the system in the event of a fire and release RFSS LTD from any and all future liabilities, warranties, expectations, claims and problems over the entire lifetime of the system whatever the origin or future date. Warranty is void where the system is not serviced by a certified RFSS approved engineer in accordance with the service plan. Warranty is void if any system component on the system is not a genuine RFSS sourced component.
17. **System Selection and Design:** Purchaser takes sole responsibility and liability that all systems are designed, installed and commissioned within the technical limitations of the RFSS Systems as specified in the system manuals and technical bulletins as transmitted from time to time and that the systems meet all local technical requirements and those of any other authority having jurisdiction.
18. **Legalisation of Documents and Inspections:** - There will be a £250.00 administration fee levied for all orders requiring legalization of documents or pre-shipment inspection. In addition, any other cost incurred by RFSS shall be added to the administration fee. Such documentation costs, logistical costs or external costs otherwise



Restaurant Fire  
Suppression Systems

incurred by RFSS on the instruction of the customer to meet local regulations shall be charged at cost plus 15% to cover admin expenses. All fees to be paid before shipping.

19. **Required Documentation:** - Any documents that are required to accompany the order must be clearly written and described on the order when the order is placed on RFSS. RFSS cannot guarantee that it can raise the required documentation once the order has been processed. Any extra costs incurred by RFSS due to late instruction by the customer will be charged to customer at cost plus 15% admin fee. All document fees to be paid prior to shipping
20. **Special packing Requirements:** - must be clearly written on order. Special packing Requirements that incur cost for RFSS shall be charged to the customer on a case-by-case basis and paid prior to shipping.
21. **Installation and Service Support:** (If required to provide technical support or training for distributor/channel partners installation teams) will be charged at the prevailing day rate for the technician(s) plus accommodation, travel and subsistence. Travel and Accommodation costs will be charged to customer at cost plus 15% to cover admin and finance fees. All fees paid before shipment.
22. **Shipments:** - Orders will only be released for shipment once all costs of the order including admin fees, document fees, freight costs, and any other such cost is noted on the confirmed and final PO and payment has been settled in advance.
23. **By placing an order on RFSS LTD** - It shall be confirmed that you have read, understood and agree to be bound to these Terms of Sale in their entirety.



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[www.restaurantfiresuppressionsystems.com](http://www.restaurantfiresuppressionsystems.com)

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